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Serial No. 09/905,646

REMARKS

Reconsideration and allowance of the above-referenced application are respectfully requested.

Claims 83-107 and 116-125 stand rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over Igulden in view of Sachs. Certain claims have been amended into independent form in order to emphasize their patentable distinctions. It is respectfully suggested that, as amended, all of these claims should be in condition for allowance.

Claim 85

Claims 83 and 84 are canceled, and claim 85 is amended into independent form. As amended, claim 85 specifies determining if the request for pages exceeds a certain threshold and sending the information (over the network) only if the threshold is not exceeded.

As described in the specification, this enables a user to view some, but NOT ALL, contents of an electronic book. It prevents a user from reading the entire electronic book. For example, one application of this system would be to allow a user to browse through a book on a book seller's web site. The system would prevent a user from reading the entire book. It would allow the customer to see enough of the book to determine if they are interested in buying it, but would then prevent the customer from reading the whole thing.

Nothing in Igulden in view of Sachs teaches anything about these kinds of limits, and in fact Igulden TEACHES AWAY FROM these limits. Igulden teaches remotely storing a book, and allowing a user to read the contents of the book after they

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prove to the web site that they have already purchased the book. Columns 3-4 explain that this requires validation "to ensure that the person logging on possesses a copy of book" see column 3 lines 20-21. Of course, once it is proved that the user owns the book, there is no need or incentive to determine "if the request for pages exceeds a certain threshold and sending said information on only if said threshold is not exceeded" as claimed. Rather, since the requester already owns the book, they should be allowed FULL AND UNLIMITED ACCESS.

Therefore, since Igulden expressly limits its operation to those who own the book, it certainly could not be modified to include a limit on the amount of pages that could be communicated without destroying the inherent functionality of his teaching.

Moreover, EVEN IF the combination were made with Sachs, it still would not teach the subject matter now claimed. The rejection states that Sachs teaches determining if an amount of pages is exceeded in column 10. However, this contention is respectfully traversed since column 10 simply describes whether a call should be made or not; for example, decision step 294 queries if a call should be placed, and teaches placing the call. There is no teaching or suggestion about limiting the number of pages that are returned; there is nothing in Sachs teaching or suggesting the kind of threshold defined in claim 85, nor limiting the information that is sent based on this kind of threshold. Therefore, it is respectfully suggested that, even IF the hypothetical combination were made (which in itself would be improper for reasons stated above), the rejection does not meet the Patent Office's burden of providing a prima facie showing of unpatentability, and therefore claim 85 should be allowable.

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Claim 86

Claim 86 specifies classifying the images based on whether they count towards the threshold or not. The specification explains that certain pages might not count towards the threshold. Claim 86 defines a counter that counts only each of these images that count toward the threshold. The rejection states that this is shown in column 4 lines 13-45. However, column 4 lines 13-45 simply describe the LCD screen and different hardware which is used to read the book. It describes nothing about a counter which keeps count of only certain pages. Moreover, it describes nothing which relates to the alleged threshold which is set forth in column 10 lines 14-67 according to the rejection. Therefore, claim 86 should be independently allowable for this reason.

The remaining claims which depend from claim 85 directly and indirectly should be allowable for similar reasons.

Claim 93

Claims 91 and 92 have been canceled, and claims 93, 94 and 96 have been amended into independent form.

Claim 93 specifies that both textual information and non-textual information is received, and that one of the images includes liner notes. The rejection alleges that Iggylden shows front cover, back cover, spine and liner notes. The rejection draws attention to Figures 1, 2 and 3. However, Figures 1, 2 and 3 merely show displaying the contents of the inside, just the text-containing pages, of a book. Nothing teaches or suggests liner notes being displayed as required by claim 93.

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The present system notes that liner notes are provided to help the user to make their decision about whether to purchase the book. Therefore, the user can obtain and read these liner notes, according to the present system.

Since Iggulden only allows viewing the book AFTER it has been proved that the customer has paid for the book, there is no incentive to display the liner notes. In any case, there is no teaching of doing so in Iggulden.

Claim 94

Claim 94 requires that the book display front cover, back cover spine and liner notes. All of this information may be useful to a user who is browsing an electronic bookstore, for example on the Web. Nothing in Iggulden teaches or suggests displaying the front cover, back cover spine or liner notes. In fact, since Iggulden is intended to be used by a user who has already purchased the book, there would be no need to entice them further with this kind of information. In any case, neither Iggulden alone or in view of Sachs, teaches or suggests this information.

Claim 96

Claim 96 defines displaying a screen tip which indicates the computer's reaction, as part of the display of an electronic book. This is not taught or suggested by the cited prior art. None of the cited references teach such a screen tip. Moreover, this may aid a user in the electronic browsing, but has not been taught or suggested by the prior art.

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Claim 98

Claim 98 has also been amended into independent form and recites that the images have graded resolution, one resolution with readable resolution for readable parts, and a different resolution for non-readable parts. The rejection states that Iggylden teaches this, drawing attention to column 4 lines 1-46 and Figures 1-3. Iggylden teaches that the text of the book may be read directly from the virtual book in column 4 lines 1-46. The rest of this column describes that the text may be vocalized. This teaches nothing about the images, but rather teaches an additional aspect that the text may be vocalized. Admittedly, Iggylden teaches that graphic indicia 40 may be displayed as part of the book display, see column 3 lines 29-30. However, nowhere is there any teaching or suggestion that the two parts have different resolutions.

Claim 100

Claim 100 specifies displaying keys which enable the position of viewing of the book to be changed. Nothing in Iggylden in view of Sachs teaches or suggests that the position of viewing of the information can be changed based on keys which enable changing the position of viewing, as claimed. Each of these references apparently contemplates that the entire image would be displayed at any one time, in any case, there is nothing teaching or suggesting anything different.

Claims 102 and 103

Claims 102 and 103 define limiting the number of pages that can be read. These claims are usable in a similar way to that discussed above with respect to claim 85, and

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these claims should hence be allowable for similar reasons to those discussed above with respect to claim 85.

Claim 105

Claim 105 defines page limits on the number of pages that can be viewed, similar to that described above with respect to claim 85. As extensively explained above, Iggulden in view of Sachs does not teach or suggest this kind of page limit. In fact, a page limit would be entirely inconsistent with the teaching of Iggulden who only allows you to access the web site after you have purchased the book. Therefore, any intended modification of Iggulden for this purpose would destroy the functionality of Iggulden and would be an improper modification. In any case, Sachs does not teach or suggest this modification. Therefore, claims 105, and dependent claims 106 and 107 should be allowable for these reasons, as well as on their own merits. For example, claim 106 defines that certain kinds of pages do not count toward the limit, which is further patentable as described above. Claim 107 teaches paying a fee to view more pages. This is even further inconsistent with Iggulden, who only allows viewing the pages after proving that the user has purchased the book.

Claims 116-119

Claims 116-119 also define the subject matter of limiting the pages that can be viewed. As described above, the concept of limiting pages is in no way taught or suggested by the cited prior art. Therefore, claims 116-119 should be allowable for these reasons.

Claim 120 has been canceled to obviate the rejection thereto.

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Claim 121

Claim 121 has been amended to include the limitations of claim 125 therein, and, as amended, should be allowable for similar reasons to those discussed above with respect to claim 95.

Therefore, and to summarize the above, it is respectfully suggested that each of these claims define subject matter which in no way is taught or suggested by the cited prior art. As amended, therefore, all of the claims should be in condition for allowance.

Should the Examiner have any issues remaining after considering this amendment, the Examiner is respectfully encouraged to call the undersigned at the below telephone number, in an attempt to most expeditiously resolve these issues.

If there are any other charges, or any credits, please apply them to Deposit Account No. 50-1387.

Respectfully submitted,

Date:

9/5/03

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